

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs

FILED
OCT 19 2010

THOMAS P. OLIVIERI, P.J.C.

By: Nicholas Kant
Deputy Attorney General
(973) 648-3441

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION,
HUDSON COUNTY
DOCKET NO. HUD-C-132-08

PAULA T. DOW, Attorney General of the
State of New Jersey, THOMAS R.
CALCAGNI, Acting Director of the New
Jersey Division of Consumer Affairs, and
ROBERT J. CAMPANELLI, Acting
Superintendent of the State of New Jersey,
Office of Weights and Measures,

Plaintiffs,

v.

WAL-MART STORES, INC., JANE AND
JOHN DOES 1-20, individually and as
owners, officers, directors, shareholders,
founders, managers, agents, servants,
employees, representatives and/or
independent contractors of WAL-MART
STORES, INC., and XYZ
CORPORATIONS 1-20,

Defendants.

Civil Action

FINAL CONSENT JUDGMENT

The Parties to this Action and Final Consent Judgment (the "Parties") are plaintiffs Paula T. Dow, Attorney General of the State of New Jersey ("Attorney General"), Thomas R. Calcagni, Acting Director of the New Jersey Division of Consumer Affairs ("Director"), and

Robert J. Campanelli, Acting Superintendent of the New Jersey Office of Weights and Measures ("Superintendent") (collectively, "Plaintiffs"),¹ and defendant Wal-Mart Stores, Inc. ("Defendant"). As evidenced by their signatures below, the Parties do voluntarily consent to the entry of this Final Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind.

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 The Parties admit jurisdiction of this Court over the Parties for the purpose of entering into this Final Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to this Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Final Consent Judgment.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Final Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Hudson County.

3. EFFECTIVE DATE

3.1 This Final Consent Judgment shall be effective on the date that it is entered with the Court ("Effective Date").

¹ This action was commenced on behalf of Anne Milgram, former Attorney General, David M. Szuchman, former Director and Louis E. Greenleaf, former Superintendent. In accordance with R. 4:34-4, the caption has been revised to reflect the current Attorney General, Acting Director and Acting Superintendent.

4. DEFINITIONS

As used in this Final Consent Judgment, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Final Consent Judgment:

4.1 “Action” shall refer to the matter entitled Paula T. Dow, Attorney General of the State of New Jersey, Thomas R. Calcagni, Acting Director of the New Jersey Division of Consumer Affairs, and Robert J. Campanelli, Superintendent of the State of New Jersey, Office of Weights and Measures v. Wal-Mart Stores, Inc., Superior Court of New Jersey, Chancery Division, Hudson County, Docket No. HUD-C-132-08, and all pleadings and proceedings related thereto, including the Complaint, filed September 3, 2008.

4.2 “Advertisement” shall be defined in accordance with N.J.A.C. 13:45A-9.1. This definition applies to other forms of the word “Advertisement” including, without limitation, “Advertised” and “Advertising.”

4.3 “Advertising Regulations” shall refer to the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq.

4.4 “April 2004 Consent Order” shall refer to the Consent Order entered into between Defendant and the Division, dated and filed April 21, 2004.

4.5 “Attorney General” shall refer to the Attorney General of the State of New Jersey (or designated representative) and the Office of the Attorney General.

4.6 “Bicycle Safety Act” shall refer to the Act concerning Bicycle and Motorized Bicycle Regulation, N.J.S.A. 39:4-10.3 et seq.

4.7 “CFA” shall refer to the New Jersey Consumer Fraud Act of 1960, as amended, N.J.S.A. 56:8-1 et seq.

4.8 “CFA Regulations” shall refer to the regulations promulgated pursuant to the CFA, N.J.A.C. 13:45A-1.1 et seq.

4.9 “Consumer” shall refer to any Person who is offered Merchandise for Sale in a Walmart Store.

4.10 “Division” shall refer to the New Jersey Division of Consumer Affairs.

4.11 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and/or N.J.A.C. 13:45A-9.1 and includes, but is not limited to, infant formula, non-prescription drugs, health and beauty aids, clothing, school and stationary supplies, electronics and music and entertainment products.

4.12 “New Jersey” shall refer to the State of New Jersey.

4.13 “OW&M” shall refer to the State of New Jersey, Office of Weights and Measures within the Division and does not include any county, municipal or local Weights and Measures offices.

4.14 “Person[s]” shall be defined in accordance with N.J.S.A. 56:8-1(d).

4.15 “Plaintiffs’ Agents” shall refer to OW&M inspectors and Division investigators, and shall not include inspectors or investigators from county, municipal or local governments or subdivisions.

4.16 "Rain Check" shall be defined in accordance with N.J.A.C. 13:45A-9.1 and means a written statement issued by an advertiser allowing the purchase of designated Merchandise at a previously Advertised price.

4.17 "Represent" means to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages or any other manner or means by which meaning might be conveyed. This definition applies to other forms of the word "Represent" including, without limitation, "Representation" and "Misrepresent."

4.18 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).

4.19 "State" shall refer to the State of New Jersey.

4.20 "Walmart" shall refer to Wal-Mart Stores, Inc., a Delaware Corporation, and Wal-Mart Stores East, LP and does not include any of its individual officers, directors, employees, agents and representatives.

4.21 "Walmart Store(s)" shall refer to the approximately fifty-four (54) retail stores operated by Wal-Mart Stores East, LP in New Jersey under the name "Wal-Mart" or "Walmart" at the time of the Effective Date, and does not include Walmart.com, Neighborhood Markets, Sam's Clubs or Walmart stores operated under any other names or store formats.

4.22 "Wal-Mart Stores East LP" shall refer to the entity that operates Walmart Stores in New Jersey. Wal-Mart Stores East, LP" is registered in New Jersey as Walmart Stores East I, LP.

4.23 "Weights and Measures Act" shall refer to the Weights and Measures Act, N.J.S.A. 51:1-1 et seq.

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Walmart Stores shall not sell or offer for Sale to any Person any non-prescription drug and/or infant formula beyond the expiration date, in accordance with N.J.S.A. 56:8-2.27.

5.2 Walmart Stores shall check the expiration dates of all non-prescription drugs and/or infant formula before such Merchandise is displayed or otherwise offered for Sale.

5.3 Walmart Stores shall check the expiration dates of all non-prescription drugs and/or infant formula on a periodic basis while such Merchandise is displayed or otherwise offered for Sale.

5.4 Walmart Stores shall arrange for the destruction or return of any non-prescription drugs and/or infant formula that is removed from any Walmart Stores in accordance with Section 5.1.

5.5 Walmart Stores shall not sell or offer for Sale Merchandise at a price that exceeds the price posted at the point of display or otherwise.

5.6 Walmart Stores shall not Misrepresent to Consumers, at the point of display or otherwise, the price of Merchandise offered for Sale.

5.7 Walmart Stores shall not Misrepresent the price of any Merchandise sold, offered, exposed or Advertised for Sale by weight, measure, count or time, or Represent the price in a manner calculated or tending to mislead or in any way deceive a Person, in accordance with the Weights and Measures Act, N.J.S.A. 51:1-97(a)(4).

5.8 Walmart Stores shall not sell, attempt to sell or offer for Sale any Merchandise at any Walmart Stores unless the total selling price of such Merchandise is plainly marked by a stamp, tag, label or sign affixed to the Merchandise or located at the point where the Merchandise is offered for Sale, in accordance with N.J.S.A. 56:8-2.5.

5.9 Subject to the terms of this Final Consent Judgment, Walmart Stores shall maintain and offer for immediate purchase Advertised Merchandise in a quantity sufficient to meet reasonably anticipated Consumer demand, in accordance with the Advertising Regulations, N.J.A.C. 13:45A-9.2(a)(1). If regularly stocked Advertised Merchandise is not immediately available for purchase, Walmart Stores shall provide Consumers: (a) a Rain Check; or (b) similar Merchandise at the price of the Advertised Merchandise or at a similar price reduction. This requirement, however, shall not apply to Advertised Merchandise for which Consumer demand cannot be accurately anticipated, for which there are limited quantities, or the price of which is for a limited duration, as long as the Advertisement for such Merchandise includes the statement: "Supplies or Quantities Limited," "Price for Limited Duration," (or similar language).

5.10 In any print Advertisement that includes Advertised Merchandise that will not be available in all Walmart Stores, Defendant shall include a clear and conspicuous statement(s) that: (a) for one time-purchase or other non-replenishable items (i) Advertised Merchandise varies by Walmart Store, and (ii) that certain Merchandise may be offered as a substitute; or (b) for regularly stocked Advertised Merchandise Walmart Stores shall provide Consumers (i) a Rain Check, or (ii) similar Merchandise at the price of the Advertised Merchandise or similar price reduction. This requirement, however, shall not apply to Advertised Merchandise for which Consumer demand cannot be accurately anticipated, for which there are limited quantities,

or the price of which is for a limited duration as long as the Advertisement for such Merchandise includes the statement: "Supplies or Quantities Limited," "Price for Limited Duration," (or similar language).

5.11 All price reductions offering an item of Merchandise for Sale at a price of \$100.00 or more in print Advertisements shall state the former price or price range or the amount of the reduction in dollars, pursuant to N.J.A.C. 13:45A-9.4(a)2.

5.12 All print Advertisements, including those for items designated "Special Buys", shall designate which Merchandise within that Advertisement possess special or limiting factors relating to price or availability, pursuant to N.J.A.C. 13:45A-9.2(a)2.

5.13 No print Advertisement shall contain a false or misleading Representation concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of Advertised Merchandise available for Sale pursuant to N.J.A.C. 13:45A-9.2(a)9.

5.14 The term "Special Buy" shall not be used in Print Advertisements for any item that has previously been sold by Wal-Mart under the same Universal Price Code ("UPC") number without disclosure of the former selling price.

5.15 In any Walmart Store in which bicycles are sold or offered for Sale, Defendant shall post the sign required by the Bicycle Safety Act, N.J.S.A. 39:4-10.3(a).

5.16 Defendant shall maintain the business practices set forth in Sections 9.2 through 9.13.

6. SETTLEMENT PAYMENT

6.1 Within thirty (30) days of the Effective Date, Defendant shall pay Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) ("Settlement Payment").

6.2 From the Settlement Payment, Five Hundred Thousand and 00/100 Dollars (\$500,000.00) shall comprise civil penalties, pursuant to N.J.S.A. 56:8-13, N.J.S.A. 51:1-97(a) and N.J.S.A. 39:4-10.3(a).

6.3 From the Settlement Payment, One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00) shall comprise reimbursement for Plaintiffs' reasonable attorneys' fees, pursuant to N.J.S.A. 56:8-19, and Forty Thousand and 00/100 Dollars (\$40,000.00) shall comprise reimbursement for Plaintiffs' investigative costs, pursuant to N.J.S.A. 56:8-11.

6.4 Walmart shall make the Settlement Payment by wire transfer or a certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

Nicholas Kant, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street-5th Floor
P.O. Box 45029
Newark, New Jersey 07101

6.5 Upon making the Settlement Payment, Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

7. CONSUMER EDUCATION INITIATIVE

7.1 Walmart further agrees to expend Seventy Five Thousand and 00/100 Dollars (\$75,000.00) in New Jersey for a Consumer Education Initiative ("CEI") acceptable to the Plaintiffs and Walmart. The CEI shall be solely focused on New Jersey and shall be developed in such a manner that it can be implemented by Walmart beginning no later than March 15, 2011.

7.2 The Parties agree that the following, upon further discussion, may Represent an acceptable CEI: (a) donation(s) by Walmart to selected New Jersey consumer education programs; (b) placement of media Advertisements by Walmart; and (c) donation(s) by Walmart to selected New Jersey elementary and secondary schools for consumer education.

7.3 The Parties agree to meet as soon as practicable after the Effective Date to jointly discuss an acceptable CEI and to use best efforts and work in good faith to finalize a CEI plan by February 1, 2011.

8. GENERAL PROVISIONS

8.1 This Final Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Final Consent Judgment.

8.2 This Final Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of the State.

8.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of the Final Consent Judgment, and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Final Consent Judgment.

8.4 This Final Consent Judgment contains the entire agreement among the Parties. Except as otherwise provided herein, this Final Consent Judgment shall be modified only by a written instrument signed by or on behalf of Plaintiffs and Defendant.

8.5 Except as otherwise explicitly provided in this Final Consent Judgment, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

8.6 If any portion of this Final Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Final Consent Judgment shall not be affected.

8.7 This Final Consent Judgment shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power, or authority under this Final Consent Judgment be used to avoid compliance with this Final Consent Judgment.

8.8 This Final Consent Judgment shall be binding upon Walmart, as well as its successors, affiliates, any future merged or acquired corporations or other business entities, and parent or controlling entities; provided, however, that the provisions contained in Section 5 are limited to the Walmart Stores.

8.9 Nothing in this Final Consent Judgment shall preclude the right of action by any Person not a Party hereto.

8.10 This Final Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Final Consent Judgment, nor any action taken hereunder, shall constitute or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of Defendant; or (b) an admission by Defendant that any of its acts or practices described in or prohibited by this Final Consent Judgment are unfair or deceptive or violate any of the consumer protection laws of the State. This Final Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Final Consent Judgment; or (b) any action or proceeding involving a Released Claim (as defined in Section 10) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

8.11 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Final Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Final Consent Judgment.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Parties Represent and warrant that their signatories to this Consent Judgment have authority to act for and bind the respective Parties.

9.2 Walmart Represents and warrants that it shall maintain uniform policies for the periodic inspection of non-prescription drugs and/or infant formula to ensure that such Merchandise is not displayed, offered for Sale and/or sold beyond its expiration date.

9.3 Walmart Represents and warrants that, at present, Walmart Store department managers and associates check the expiration dates on different categories of non-prescription drugs on a monthly basis, with all products' expiration dates checked twice a year, and the pharmacy manager and non-prescription over-the-counter drug manager must verify monthly online that the Walmart Store completed its expired non-prescription drug check.

9.4 Walmart Represents and warrants that Walmart Store managers are taught to use a first-in, first-out ("FIFO") method for the Sale of infant formula and non-prescription drugs, and department managers are trained to verify expiration dates on shelved infant formula containers as they restock such Merchandise.

9.5 Walmart Represents and warrants that it shall maintain uniform policies for the removal from retail Sale of any non-prescription drugs and/or infant formula beyond their expiration date.

9.6 Walmart Represents and warrants that, at present, it employs a Date Sensitive Products Guide that provides: (1) infant formula be removed from Walmart Store shelves one (1) month prior to the date of expiration; and (2) non-prescription drugs be removed from Walmart Store shelves not less than three (3) months prior to the date of expiration.

9.7 Walmart Represents and warrants that it shall maintain uniform practices for the destruction or return of any non-prescription drugs and/or infant formula that are removed from Walmart Stores in accordance with Sections 5.1 and 5.4.

9.8 Walmart Represents and warrants that it shall maintain uniform policies for monitoring the price accuracy of Merchandise at Walmart Stores to ensure that such

Merchandise is not displayed, offered for Sale and/or sold at a price that exceeds the price posted at the point of display or otherwise.

9.9 Walmart Represents and warrants that Walmart Store managers and associates are trained through a "Price Change Overview" Computer Based Learning ("CBL") module, which is an audio and visual training tool that reviews price change procedures and tests employees on their knowledge of the process. Walmart further Represents and warrants that Walmart Store managers and associates must complete a Price Change procedure on a hand-held scanner before they can conduct departmental price changes.

9.10 Walmart Represents and warrants that it employs a procedure in Walmart Stores, called Walmart's "Pricing Credibility Program," which authorizes cashiers to give Consumers the lower of the scanned or Advertised price on Merchandise when a scanning or pricing error is discovered at checkout. Walmart further Represents and warrants that Walmart's computer system then alerts department managers to the error so that it can be investigated and the shelf label corrected.

9.11 Walmart Stores Represents and warrants that it shall maintain its current practice of auditing the posting of proper prices through its 30 Day Review of all prices posted and through its Price Accuracy Initiative which audits the accuracy of prices posted in Walmart Stores.

9.12 Walmart Represents and warrants that each Walmart Store is directed to post the sign required by the Bicycle Safety Act, N.J.S.A. 39:4-10.3(a). Walmart further Represents and warrants that this direction is communicated through Walmart's internal computer system and directed to Walmart's store managers.

9.13 Walmart Represents and warrants that it shall provide Walmart Store managers and other appropriate employees with the training and/or instruction necessary to ensure compliance with this Final Consent Judgment.

9.14 Walmart Represents and warrants that it shall continue to comply with all New Jersey consumer protection statutes and regulations in the conduct of its business in the State including, but not limited to, the CFA, the CFA Regulations, the Weights and Measures Act, the Advertising Regulations and the Bicycle Safety Act.

10. RELEASE

10.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Final Consent Judgment, and conditioned on Walmart making the Settlement Payment in the manner specified in Section 6, Plaintiffs hereby agree to release Walmart and its subsidiaries, affiliated companies, agents, principals, officers, directors, employees, representatives and assigns that are engaged in operating the Walmart Stores, from any and all civil claims or consumer-related administrative claims, known and unknown, to the extent permitted by State law, which the Plaintiffs brought or could have brought prior to the Effective Date against Walmart for violations of the CFA, the CFA Regulations, the Weights and Measures Act, the Advertising Regulations and/or the Bicycle Safety Act, as alleged in the Action, as well as matters specifically addressed in this Final Consent Judgment (the "Released Claims").

10.2 Notwithstanding any provision of this Final Consent Judgment, the following do not comprise the Released Claims: (a) private rights of action; (b) actions to enforce this Final

Consent Judgment; and (c) any claims against Walmart by any other entity or subdivision of the State.

11. MONITORING FOR COMPLIANCE

11.1 Within thirty (30) days of the Effective Date, Walmart shall distribute a summary of the Final Consent Judgment to the Store Manager of each Walmart Store, all New Jersey Market Managers, and the Regional General Managers of New Jersey Walmart Store operations. Within forty-five (45) days of the Effective Date, Walmart shall provide Plaintiffs with an acknowledgment that the above-referenced Persons have been supplied with a summary of the Final Consent Judgment along with an alphabetical list of the names and titles of such Persons. Walmart shall have an ongoing obligation to provide the summary to such Persons as long as this Final Consent Judgment is in effect. With respect to non-managerial employees and agents, Walmart shall make available a summary of the Final Consent Judgment through a conspicuous link on its internal website for managers and associates in each Walmart Store for as long as this Final Consent Judgment is in effect.

12. PENALTIES FOR FAILURE TO COMPLY

12.1 Plaintiffs may only seek civil penalties for violations of the terms of this Final Consent Judgment based on inspections by Plaintiffs' Agents. If after the Effective Date, Plaintiffs' Agents conduct inspections of Wal-Mart Stores and determine that Walmart has failed to comply with the terms contained in Sections 5.1 through 5.16 and/or Sections 9.2 through 9.13 of this Final Consent Judgment, Plaintiffs shall provide Walmart with a Notice of Noncompliance ("Notice") that shall provide Walmart with specific details of the alleged noncompliance, as well as supporting documentation. Walmart shall be afforded a fifteen (15)

day period from its receipt of the Notice within which to address the matters in the Notice (“Cure Period”) and to respond in writing to Plaintiffs’ Notice (“Response to Notice of Noncompliance”). In the event Walmart addresses the matters in the Notice within the Cure Period through appropriate remedial efforts, Plaintiffs shall withdraw the Notice.

12.2 To the extent Plaintiffs have any concerns with Walmart’s Response to Notice of Noncompliance, Plaintiffs’ designee shall meet with Walmart’s designee within fourteen (14) days of Plaintiffs’ receipt thereof, at an agreed-upon location. Thereafter, Walmart shall be afforded an opportunity to pursue further remedial action at the Walmart Store(s) in question. Walmart shall provide Plaintiffs with written notice of any additional remedial action taken within seven (7) days of the Parties’ meeting (“Supplemental Response”). Within seven (7) days of receipt of Walmart’s Supplemental Response, Plaintiffs shall provide a written response.

12.3 In the event Plaintiffs believe Walmart has failed to take appropriate remedial action in response to the Notice and has failed to substantially comply with the terms contained in Sections 5.1 through 5.16 and/or Sections 9.2 through 9.13, Plaintiffs may move by Order to Show Cause or on notice to Walmart to enforce the injunctive provisions of this Final Consent Judgment and/or to seek sanctions for Walmart’s failure to substantially comply with the terms contained in Sections 5.1 through 5.16 and/or Sections 9.2 through 9.13. Walmart shall have the right to submit opposition to any application for an Order to Show Cause or motion filed by Plaintiffs.

12.4 Within fifteen (15) days of the Effective Date, the Parties shall exchange in writing, the names, addresses, telephone numbers and e-mail addresses of their respective

designees for purposes of sending and/or receiving the writings and participating in the meetings referenced in Sections 12.1 through 12.2.

12.5 Any violation of N.J.S.A. 51:1-97(a)(4) that has been adjudicated in a municipal court proceeding brought by the OW&M or by county, municipal or local Weights and Measures Offices shall not be the basis for the Notice referenced in Section 12.1 or the relief sought in Section 12.3.

13. COMPLIANCE WITH ALL LAWS

13.1 Except as provided in this Final Consent Judgment, no provision shall be construed as:

- (a) Relieving Defendant of its obligations to comply with all State and Federal laws, regulations or rules, as now constituted or as hereafter may be amended, or as granting permission to engage in any acts or practices prohibited by such laws, regulations or rules; or
- (b) Limiting or expanding any right the Plaintiffs may otherwise have to obtain information, documents or testimony from Defendant pursuant to any State or Federal law, regulation or rule, as now constituted or as hereafter may be amended, or limiting or expanding any right Defendant may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents or testimony.

14. SUPERSEDES PRIOR CONSENT ORDER

14.1 This Final Consent Judgment shall supersede and nullify the April 2004 Consent Order filed with the Division. Upon the entry of this Final Consent Judgment, the April 2004 Consent Order shall have no legal force or effect.

15. TERMINATION OF THE FINAL CONSENT JUDGMENT

15.1 At any time after three (3) years from the Effective Date the Final Consent Judgment or any specific provision may be terminated in accordance with Sections 15.2 through 15.5.

15.2 At any time after two (2) years and nine (9) months from the Effective Date, Walmart may make a written request to the Division to terminate either the entire Final Consent Judgment or any specific provision. Such request shall include a certification under oath that: (a) for the prior three (3) years, there has been no Court finding that Walmart has failed to substantially comply with the terms contained in Sections 5.1 through 5.16 and/or Sections 9.2 through 9.13; and (b) there is no pending application for sanctions pursuant to Section 12.3.

15.3 In the event there is a pending Notice pursuant to Section 12 at the time of Walmart's request, the Parties agree to expeditiously address any noncompliance issues in the manner provided in Section 12 prior to Plaintiffs' consideration of Walmart's request.

15.4 Following Plaintiffs' receipt of the Walmart certification in accordance with Section 15.2 and the Parties' resolution of any pending Notice in accordance with Section 15.3, the Parties shall submit to the Court a proposed form of Order vacating the Final Consent Judgment or any specific provision.

15.5 If at any time during the three (3) years from the Effective Date there is a Court finding that Walmart has failed to substantially comply with the terms contained in Sections 5.1 through 5.16 and/or Sections 9.2 through 9.13, Walmart shall not be able to make the written request referenced in Section 15.2 to terminate the entire Final Consent Judgment for a period of three (3) years from the date of the Court's finding. The provisions of this Section shall not

affect Walmart's ability to make the written request referenced in Section 15.2 to terminate a specific provision of the Final Consent Judgment if there has been no Court finding of a specific violation thereof.

15.6 In the event a specific provision of the Final Consent Judgment is terminated, Walmart shall comply with the remaining provisions of the Final Consent Judgment as well as all requirements imposed by applicable State consumer protection statutes and regulations in effect at that time including, but not limited to, the CFA, the CFA Regulations, the Weights and Measures Act, the Advertising Regulations and the Bicycle Safety Act. In the event the entire Final Consent Judgment is terminated, Walmart shall comply with all requirements imposed by applicable State consumer protection statutes and regulations in effect at the time including, but not limited to, the CFA, the CFA Regulations, the Weights and Measures Act, the Advertising Regulations and the Bicycle Safety Act.

16. NOTICES UNDER THIS CONSENT JUDGMENT

16.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Final Consent Judgment shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides tracking services and identification of Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Plaintiffs:

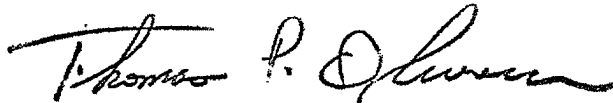
Nicholas Kant, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Defendant:

Paul H. Zoubek, Esq.
Montgomery, McCracken, Walker & Rhoads, L.L.P.
Liberty View
457 Haddonfield Road, Suite 600
Cherry Hill, New Jersey 08002-2220

Karen Roberts
Walmart Stores, Inc.
Senior Vice President and Chief Compliance Officer
702 S.W. 8th Street
Bentonville, Arkansas 72716-0215

IT IS ON THE 19th DAY OF October, 2010 SO
ORDERED AND DECREED.



HON. THOMAS P. OLIVIERI, P.J.C.H.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY

By: Nicholas Kant
Nicholas Kant
Deputy Attorney General
Consumer Fraud Prosecution Section
Division of Law
124 Halsey Street – 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

Dated: October 19, 2010

FOR THE DEFENDANT:

MONTGOMERY, McCRACKEN,
WALKER & RHOADS, LLP

By: Paul H. Zoubek
Paul H. Zoubek, Esq.
Montgomery, McCracken, Walker & Rhoads, LLP
LibertyView
457 Haddonfield Road, Suite 600
Cherry Hill, New Jersey 08002-2220

Dated: 10/19, 2010

FOR THE DEFENDANT:

WAL-MART STORES, INC.

By: Thomas J. McAloon

Dated: OCTOBER 18, 2010

Name: Thomas J. McAloon

Title: REGIONAL GENERAL MANAGER, PHILADELPHIA & NEW JERSEY

Wal-Mart Stores, Inc.

702 SW 8th Street

Bentonville, Arkansas 72716